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15 Attorneys for Defendant
 16 ENCOMPASS INSURANCE COMPANY

17 IN THE UNITED STATES DISTRICT COURT

18 FOR THE NORTHERN DISTRICT OF CALIFORNIA

19 SAN JOSE DIVISION

20 VALENTINA SOLOVIEVA, NATALIA
 21 LITCHEV,

22 Plaintiffs,

23 vs.

24 ENCOMPASS INSURANCE COMPANY,
 25 an Illinois Corporation, and DOES 1 TO 20,

26 Defendants.

27 No. C 07-03634 JW

28 JOINT CASE MANAGEMENT
 CONFERENCE STATEMENT AND
 PROPOSED ORDER

29 Pursuant to Federal Rule of Civil Procedure 26(f) and Civil L.R. 16-9(a), the parties
 30 submit this Joint Case Management Statement with respect to the Case Management Conference
 31 set for October 22, 2007, and request that the Court adopt it as the Case Management Order.

1 **1. Jurisdiction and Service:**

2 Plaintiffs filed this action in Santa Clara County Superior Court. Encompass Insurance
3 Company (“Encompass”) subsequently removed it to this Court pursuant to 28 U.S.C. sections
4 1441(a) and 1446. This Court has original jurisdiction over the Superior Court Action under 28
5 U.S.C. section 1332. Plaintiffs and Encompass are citizens of different states and the amount in
6 controversy exceeds \$75,000, exclusive of interest and costs.

7 All parties have been served.

8 **2. Facts:**

9 Encompass Insurance Company (“Encompass”) issued an automobile policy to named
10 insured Valentina Solovieva on or about February 28, 2007 (the “Policy”). The Policy insured
11 an automobile owned by Natalia Litchev. Plaintiffs informed the insurance broker of the
12 ownership of the subject vehicle prior to issuance of the policy. In April 2007, Ms. Solovieva
13 was involved in an accident in the named automobile, and submitted a claim to Encompass.
14 Encompass denied the claim on the grounds that Ms. Solovieva did not own or lease the named
15 automobile.

16 **3. Legal Issues:**

17 One or more party contends the following legal issues are in dispute:

- 18 1. Whether Ms. Solovieva had an insurable interest in the automobile;
- 19 2. Whether Ms. Solovieva is covered by the policy of insurance;
- 20 3. Whether Encompass breached the policy;
- 21 4. Whether Encompass breached the implied covenant of good faith and fair dealing.

22 **4. Motions:**

23 Following discovery, both Encompass and Plaintiffs intend to move for summary
24 judgment.

25 **5. Amendment of Pleadings:**

26 The parties do not anticipate amending the pleadings at this time. Encompass may file a
27 counterclaim against the broker, VNGO Insurance Services and/or Tony Bereny for contribution
28 and indemnity.

1 **6. Evidence Preservation:**

2 The parties have taken appropriate steps to ensure the preservation of evidence.

3 **7. Disclosures:**

4 The parties will serve their initial disclosure statements on or before October 22, 2007.

5 **8. Discovery:**

6 The parties plan to conduct discovery regarding all allegations in the complaint. The
7 parties anticipate propounding written discovery and deposing the parties and other relevant
8 witnesses.

9 The parties do not believe any modification to the Federal Rules is necessary at this time.

10 **9. Related Cases:**

11 There are no currently pending related cases.

12 **10. Relief:**

13 **Plaintiff's Statement**

14 Plaintiffs state three causes of action for Breach of Contract, Breach of the Implied
15 Covenant of Good Faith and Fair Dealing, and Declaratory Relief in their Complaint, in relation
16 to the denial of insurance coverage by Encompass. Plaintiffs seek compensatory and
17 consequential damages, along with attorney's fees and costs, emotional distress damages,
18 punitive damages and a judicial declaration of Plaintiffs' rights relative to the policy of
19 insurance at issue.

20 **Defendants' Statement**

21 Encompass is not seeking any relief.

22 **11. Settlement and ADR:**

23 The parties agreed to participate in mediation, and filed an ADR stipulation on October
24 10, 2007.

25 **12. Consent to Magistrate:**

26 Encompass does not consent to assignment of this action to a Magistrate Judge, and filed
27 its declination on July 31, 2007.

28 Plaintiffs filed their consent to proceed before a Magistrate Judge on October 10, 2007.

1 **13. Other References:**

2 The parties do not believe any other reference is necessary at this time.

3 **14. Narrowing of Issues:**

4 The parties believe it is premature to narrow the issues through stipulation at this time.

5 However, as discovery progresses, the parties will re-evaluate this issue.

6 **15. Scheduling:**

7 The parties do not believe this case should be handled on an expedited basis. The parties
8 propose the following schedule for discovery, motions and trial:

9 Exchange of initial disclosures:	October 22, 2007
10 Completion of ADR:	January 10, 2008
11 Expert designation:	May 15, 2008
12 Rebuttal expert designation:	June 16, 2008
13 Close of fact discovery:	July 1, 2008
14 Close of expert discovery:	July 15, 2008
15 Dispositive motion filing deadline:	July 21, 2008
16 Dispositive motion hearing deadline:	August 25, 2008
17 Pretrial Conference Statements filed:	September 8, 2008
18 Pretrial Conference Date:	September 22, 2008

19 **16. Trial:**

20 The parties request a trial date of October 7, 2008.

21 **17. Disclosure of Non-Party Interested Entities or Persons:**

22 Encompass Insurance Company is not aware of any interested parties required to be
23 disclosed pursuant to Northern District Local Rule 3-16.

1 Dated: October 12, 2007

THE PARR LAW GROUP

2
3 By /S/ _____
4 SUJATA REUTER

5 Attorneys for Plaintiffs
6 VALENTINA SOLOVIEVA, NATALIA
LITCHEV

7
8 Dated: October __, 2007

9 SONNENSCHEIN NATH & ROSENTHAL LLP
10
11

12 By _____
13 KIMBERLY DE HOPE

14 Attorneys for Defendant
15 ENCOMPASS INSURANCE COMPANY

16 **I hereby attest that I have on file all holograph signatures for any signature
17 indicated by a “conformed” signature (/S/) within this efiled document.**

18
19 ORDER

20 The Case Management Statement and Proposed Order is hereby adopted by the Court as
21 the Case Management Order for the case and the parties are ordered to comply with this Order.

22
23 Dated: _____

24 James Ware
25 Judge Of The United States District Court